

<i>SERFF Tracking Number:</i>	<i>PHLX-125856084</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Philadelphia Indemnity Insurance Company</i>	<i>State Tracking Number:</i>	<i>#? \$50</i>
<i>Company Tracking Number:</i>	<i>ML AR0036102F01</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non- Liability</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
<i>Product Name:</i>	<i>Great Outdoors</i>		
<i>Project Name/Number:</i>	<i>Great Outdoors/ML AR0036102F01</i>		

## Filing at a Glance

Company: Philadelphia Indemnity Insurance Company

Product Name: Great Outdoors

SERFF Tr Num: PHLX-125856084

State: Arkansas

TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability

SERFF Status: Closed

State Tr Num: #? \$50

Sub-TOI: 05.0003 Commercial Package

Co Tr Num: ML AR0036102F01

State Status: Fees verified

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins, Brittany Yielding

Author: SPI PhiladelphiaIndemnity

Disposition Date: 10/15/2008

Date Submitted: 10/13/2008

Disposition Status: Approved

Effective Date Requested (New): 11/15/2008

Effective Date (New): 11/15/2008

Effective Date Requested (Renewal):

Effective Date (Renewal):  
11/15/2008

State Filing Description:

## General Information

Project Name: Great Outdoors

Status of Filing in Domicile:

Project Number: ML AR0036102F01

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 10/15/2008

State Status Changed: 10/14/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The Philadelphia Indemnity Insurance Company files for your review, and where required approval, forms for our new Great Outdoors Insurance program.

The enclosed forms will be available for commercial risks with recreational exposures such as guest ranches, hunting and fishing lodges, guides and outfitters, trap shooting, gun clubs and recreational vehicle parks. The General Liability,

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Liability  
Product Name: Great Outdoors  
Project Name/Number: Great Outdoors/ML AR0036102F01

Property and Automobile endorsements will be issued in conjunction with ISO coverage forms they modify. This coverage will be available as a package program or on a monoline basis.

Corresponding rating rule pages describing forms usage and providing any applicable premium information are exempt from filing in your state.

The attached forms are new and do not replace any existing forms except for Trailer Spotting Endorsement PI-CRV-01 (08/08), which replaces Trailer Spotting Endorsement PI-CRV-01 (07/06), approved by your Department effective September 15, 2006 under your filing number AR-PC-06-020649. PI-CRV-01 (08/08) will be made available for risks with appropriate recreational exposures.

We are enclosing Filing Memoranda providing additional details about this filing including a listing of all forms included in this filing and which forms are optional and which are mandatory for insureds who elect coverage under this program.

As this is a new program filing, it will not have any rate level effect.

We would like to implement this filing on the earlier of November 15, 2008 or the first date possible after receiving your Department's approval.

We are filing these forms concurrently in our domiciliary state of Pennsylvania.

## Company and Contact

### Filing Contact Information

Gary Corbi, Senior Compliance Analyst  
One Bala Plaza (610) 617-5980 [Phone]  
Bala Cynwyd, PA 19004 (866) 374-1070[FAX]

### Filing Company Information

Philadelphia Indemnity Insurance Company	CoCode: 18058	State of Domicile: Pennsylvania
One Bala Plaza	Group Code: 677	Company Type:
Suite 100		

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Liability  
Product Name: Great Outdoors  
Project Name/Number: Great Outdoors/ML AR0036102F01

Bala Cynwyd, PA 19004 Group Name: Philadelphia Insurance Companies State ID Number:  
(610) 617-7900 ext. [Phone] FEIN Number: 231738402  
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Liability  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Philadelphia Indemnity Insurance Company	\$0.00	10/13/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
43895	\$50.00	10/13/2008

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Company Tracking Number: ML AR0036102F01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: Great Outdoors

Project Name/Number: Great Outdoors/ML AR0036102F01

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/15/2008	10/15/2008

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Limit of Insurance Endorsement PI-GO-007 (08-08)	Supporting Document	SPI PhiladelphiaIndemnity	10/14/2008	10/14/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Filing Fees	Note To Reviewer	SPI PhiladelphiaIndemnity	10/14/2008	10/14/2008

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TOI:	05.0 Commercial Multi-Peril - Liability & Non- Liability	Sub-TOI:	05.0003 Commercial Package
Product Name:	Great Outdoors		
Project Name/Number:	Great Outdoors/ML AR0036102F01		

## Disposition

Disposition Date: 10/15/2008

Effective Date (New): 11/15/2008

Effective Date (Renewal): 11/15/2008

Status: Approved

Comment:

This filing is approved contingent on receiving the filing fees the company indicates in the filing that they have sent.

Rate data does NOT apply to filing.

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Filing Company: Philadelphia Indemnity Insurance Company State Tracking Number: #? \$50

Company Tracking Number: ML AR0036102F01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: Great Outdoors

Project Name/Number: Great Outdoors/ML AR0036102F01

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Property Filing Memorandum, GL Filing Memorandum, Auto Filing Memorandum	Approved	Yes
Supporting Document	Limit of Insurance Endorsement PI-GO-007 (08-08)	Approved	Yes
Form	Additional Insured - Hunting and Fishing Guides Endorsement	Approved	Yes
Form	Aircraft or Auto Exclusion	Approved	Yes
Form	Aircraft, Auto or Watercraft Exclusion	Approved	Yes
Form	Aircraft Liability Exclusion	Approved	Yes
Form	Boat Endorsement	Approved	Yes
Form	Dogs in the Insured's Care, Custody or Control	Approved	Yes
Form	Limit of Insurance Endorsement	Approved	Yes
Form	Limitation of Coverage to Designated Activities Endorsement	Approved	Yes
Form	Participants Exclusion - Designated Activities Endorsement	Approved	Yes
Form	Personal Liability Endorsement	Approved	Yes
Form	Personal Watercraft Exclusion Endorsement	Approved	Yes
Form	Snowmobiles Exclusion Endorsement	Approved	Yes
Form	Limitation of Coverage to Described Premises Endorsement	Approved	Yes
Form	Limitation of Coverage to Designated Activities at the Described Premises Endorsement	Approved	Yes
Form	Trailer Spotting Endorsement	Approved	Yes
Form	Golf Course Property Endorsement	Approved	Yes
Form	Margin Clause Endorsement	Approved	Yes
Form	Elite Property Enhancement : Great Outdoors Endorsement	Approved	Yes
Form	Named Driver Exclusion Endorsement	Approved	Yes

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## **Amendment Letter**

Amendment Date:

Submitted Date: 10/14/2008

### **Comments:**

Reflects corrected edition date. No other change.

### **Changed Items:**

### **Supporting Document Schedule Item Changes:**

### **User Added -Name: Limit of Insurance Endorsement PI-GO-007 (08-08)**

Comment: Reflects corrected edition date

Limit of Insurance Endorsement PI-GO-007 (08-08).PDF



### Note To Reviewer

Gary Corbi

SERFF Tracking Number: PHLX-125856084 State: Arkansas

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Product Name: Great Outdoors

Project Name/Number: Great Outdoors/ML AR0036102F01

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Additional Insured - Hunting and Fishing Guides Endorsement	PI-GO-001	(08/08)	Endorsement New/Amendment/Conditions		0.00	PI-GO-001.PDF
Approved	Aircraft or Auto Exclusion	PI-GO-002	(08/08)	Endorsement New/Amendment/Conditions		0.00	PI-GO-002.PDF
Approved	Aircraft, Auto or Watercraft Exclusion	PI-GO-003	(08/08)	Endorsement New/Amendment/Conditions		0.00	PI-GO-003.PDF
Approved	Aircraft Liability Exclusion	PI-GO-004	(08/08)	Endorsement New/Amendment/Conditions		0.00	PI-GO-004.PDF
Approved	Boat Endorsement	PI-GO-005	(08/08)	Endorsement New/Amendment/Conditions		0.00	PI-GO-005.PDF
Approved	Dogs in the Insured's Care, Custody or Control	PI-GO-006	(08/08)	Endorsement New/Amendment/Conditions		0.00	PI-GO-006.PDF
Approved	Limit of Insurance Endorsement	PI-GO-007	(08/08)	Endorsement New/Amendment/Conditions		0.00	PI-GO-007.PDF
Approved	Limitation of Coverage to Designated	PI-GO-008	(08/08)	Endorsement New/Amendment/Conditions		0.00	PI-GO-008.PDF

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TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: Great Outdoors

Project Name/Number: Great Outdoors/ML AR0036102F01

	Activities			ons		
	Endorsement					
Approved	Participants Exclusion - Designated Activities Endorsement	PI-GO-009	(08/08)	Endorseme New nt/Amendm ent/Condi ti ons	0.00	PI-GO-009.PDF
Approved	Personal Liability Endorsement	PI-GO-010	(08/08)	Endorseme New nt/Amendm ent/Condi ti ons	0.00	PI-GO-010.PDF
Approved	Personal Watercraft Exclusion Endorsement	PI-GO-011	(08/08)	Endorseme New nt/Amendm ent/Condi ti ons	0.00	PI-GO-011.PDF
Approved	Snowmobiles Exclusion Endorsement	PI-GO-012	(08/08)	Endorseme New nt/Amendm ent/Condi ti ons	0.00	PI-GO-012.PDF
Approved	Limitation of Coverage to Described Premises Endorsement	PI-GO-015	(08/08)	Endorseme New nt/Amendm ent/Condi ti ons	0.00	PI-GO-015.PDF
Approved	Limitation of Coverage to Designated Activities at the Described Premises Endorsement	PI-GO-016	(08/08)	Endorseme New nt/Amendm ent/Condi ti ons	0.00	PI-GO-016.PDF
Approved	Trailer Spotting Endorsement	PI-CRV-01	(08/08)	Endorseme New nt/Amendm ent/Condi ti ons	0.00	PI-CRV-01.PDF
Approved	Golf Course Property	PI-GO-013	(08/08)	Endorseme New nt/Amendm	0.00	PI-GO-013.PDF

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Company Tracking Number: ML AR0036102F01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: Great Outdoors

Project Name/Number: Great Outdoors/ML AR0036102F01

Endorsement				ent/Condi tions		
Approved	Margin Clause Endorsement	PI-GO- 014	(08/08)	Endorseme New nt/Amendm ent/Condi tions	0.00	PI-GO- 014.PDF
Approved	Elite Property Enhancement : Great Outdoors Endorsement	PI-EPE- GO	(08/08)	Endorseme New nt/Amendm ent/Condi tions	0.00	PI-EPE- GO.PDF
Approved	Named Driver Exclusion Endorsement	PI-GO- 017	(08/08)	Endorseme New nt/Amendm ent/Condi tions	0.00	PI-GO- 017.PDF



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - HUNTING AND FISHING GUIDES  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- I. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured Hunting & Fishing Guides, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by acts or omissions while in the employment of you and arising out of your operations as described in the policy. Hunting and Fishing Guides are individuals who take other people on hunting, fishing, or other outdoor expeditions.
- II. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance**, **b. Excess Insurance** is amended to include the following:
  - (1) This insurance is excess over:
    - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
    - (v) That is available to the Hunting & Fishing guide who is an additional insured under the terms of this endorsement.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AIRCRAFT OR AUTO EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A.** Paragraph 2. Exclusions of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

Paragraph **g.** is replaced by the following:

This insurance does not apply to:

**g. Aircraft or Auto**

“Bodily Injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft or “auto” owned or operated by or rented or chartered by or loaned to any insured. Use includes operation and “loading or unloading.”

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft or “auto” that is owned or operated by or rented or chartered by or loaned to any insured.

This exclusion does not apply to:

- (1) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured; or
- (2) “Bodily injury” or “property damage” arising out of the operation of any of the equipment listed in Paragraph f. (2) or f. (3) of the definition of “mobile equipment”.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A.** Paragraph 2. Exclusions of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

Paragraph **g.** is replaced by the following:

This insurance does not apply to:

**g. Aircraft, Auto or Watercraft**

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or “watercraft” owned or operated by or rented or chartered by or loaned to any insured. Use includes operation and “loading or unloading.”

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or “watercraft” that is owned or operated by or rented or chartered by or loaned to any insured.

This exclusion does not apply to:

- (1)** Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured; or
- (2)** “Bodily injury” or “property damage” arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of “mobile equipment.”

- B.** The following definition is added to **SECTION V - DEFINITIONS**:

“Watercraft” means any boat, including a raft, canoe or kayak, powered or unpowered.

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AIRPORT LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This policy does not apply to any liability arising out of the: ownership; maintenance; operation; use or entrustment to others of: airfields; runways; hangars; buildings or other properties used in connection with aviation activities or airports.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BOAT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE**

**Description of Watercraft:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions g.**, does not apply to any watercraft owned or used by or rented to the insured shown in the **SCHEDULE**.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DOGS IN THE INSURED'S CARE, CUSTODY OR CONTROL**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following paragraph is added to **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**, Paragraph 2. Exclusions j. Damage To Property:

Subparagraph (4) of this exclusion does not apply to:

Dogs owned by others while boarded on the insured's premises.

We will pay for "property damage" to dogs owned by others while boarded on the insured's premises subject to the following conditions:

- (a) This insurance does not apply to liability of others assumed by the insured under any contract or agreement.
- (b) This insurance does not apply to dogs owned by or rented to the insured or any employee of the insured.
- (c) Subject to Paragraph 5. of **SECTION III - LIMITS OF INSURANCE**, the most we will pay for "property damage" to dogs owned by others while boarded on the insured's premises is:

\$1,000 Any One Dog

\$5,000 Any One "Occurrence"

\$5,000 Annual Aggregate Limit

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMIT OF INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

In consideration of the premium charged, it is hereby agreed that:

If this Coverage Form or policy and any other Coverage Form or policy issued to you by us, or any company affiliated with us, apply to the same claim or loss, the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This endorsement does not apply to any Coverage Form or policy issued by us or an affiliated company, which specifically applies as excess insurance over this Coverage Form or policy.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITATION OF COVERAGE TO DESIGNATED ACTIVITIES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Activities:**

This insurance applies only to "bodily injury," "property damage," "personal and advertising injury," and medical expenses arising out of the **Activities** listed in the above **SCHEDULE**.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PARTICIPANTS EXCLUSION – DESIGNATED ACTIVITIES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Description of Excluded Activities:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any activities shown in the above **SCHEDULE**, this insurance does not apply to "bodily injury" or "property damage" to any person while practicing for or participating in any such activities.

It is the intent of this endorsement to exclude from this insurance all claims, demands or "suits" as above described. Therefore, there shall be no duty or obligation on our part under this insurance to defend, respond to, investigate or indemnify anyone, including but not limited to you, your agents, servants or "employees," or any third parties for any such claim, demand or "suit."

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PERSONAL LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is extended to apply to liability arising out of the insured's personal or non-business activities.

Only with respect to coverage provided under this endorsement, **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

- a.** "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

- b.** "Bodily injury" or "property damage" arising out of:

- (1)** Any insured's business pursuits.

This exclusion does not apply to an insured minor involved in self-employed business pursuits that are occasional or part-time and customarily undertaken on that basis by minors.

A minor, as used in this exception, means a person who has not attained his or her:

- (a)** 18<sup>th</sup> birthday; or

- (b)** 21<sup>st</sup> birthday if a full-time student. But in the event of "property damage" to which this exception may apply, the person who sustains the "property damage" must be someone other than an insured.

- (2)** The rental or holding for rental by an insured of any part of premises that are not residences;

- (3)** The rental or holding for rental of any residence owned by an insured;

The only exceptions to this exclusion are in cases of occupancy or intended occupancy:

- (a)** By persons using the residence exclusively as living quarters on an occasional basis;

- (b)** Of a part of the residence as living quarters by no more than 2 roomers or boarders;  
or

- (c)** Of a part of the residence as an office, school, studio, or private garage.

- (4)** The rendering of, or failure to render, professional services; or

- (5)** Any premises that is not an "insured location," but is owned, rented or controlled by an insured.

The only exceptions to this exclusion are in "occurrences" of "bodily injury" to a "residence employee" arising out of and in the course of his or her employment by the insured.

**c. Pollution**

- (1)** "Bodily injury" and "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
- (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
  - (i)** If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
  - (ii)** If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants."

Subparagraphs **(a)** and **(d)(i)** do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire."

- (2)** Any loss, cost or expense:

- (a)** Arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants"; or
- (b)** Arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of "pollutants."

- d.** "Bodily injury" or "property damage" for which an insured is obligated to pay:

- (1)** His or her share of any loss assessment charged against all members of an association, corporation or community of property owners; or
- (2)** Damages under any contract or agreement.

This exclusion does not apply to written contracts:



- (a)** That directly relate to the ownership, maintenance or use of an "insured location"; or
  - (b)** Under which the liability of others is assumed by the insured prior to an "occurrence";
- provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract.
- e.** Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
  - f.** "Bodily injury" to the spouse, child, parent, brother or sister of an "employee" as a consequence of "bodily injury" to that "employee."
  - g.** "Bodily injury" or "property damage" arising out of:
    - (1)** Ownership of any motor vehicle or any other motorized land conveyance, including trailers, by any insured; or
    - (2)** Maintenance, use, operation or "loading or unloading" of any motor vehicle or any other motorized land conveyance, including trailers, by any insured or any other person.

The only exceptions to this exclusion are in "occurrences" involving:

- (a)** Trailers. But this exception requires that the trailer must not be towed by or carried on a motorized land conveyance.
- (b)** Motorized land conveyances designed for recreational use off public roads and not subject to motor vehicle registration. If the insured owns the conveyance, this exception requires that the "occurrence" must take place on an "insured location."
- (c)** A motorized golf cart when used to play golf on a golf course.
- (d)** A motorized land conveyance not subject to motor vehicle registration: and
  - (i)** Used to service an insured's residence;
  - (ii)** Kept in dead storage at the "insured location"; or
  - (iii)** Used exclusively as a device for assisting the handicapped.
- h.** "Bodily injury" or "property damage" arising out of:
  - (1)** Ownership by any insured of an excluded watercraft described below; or
  - (2)** Maintenance, use, operation or "loading or unloading," by any insured or any other person, of an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor, such as, jet skis, waverunners, or other similar personal watercraft, including sailing vessels, whether owned by or rented to an insured.

This exclusion does not apply to watercraft that is stored on the "insured location."
- i.** "Bodily injury" or "property damage" arising out of:

- (1) Ownership of any aircraft by any insured; or
- (2) Maintenance use, operation or "loading or unloading" of any aircraft by any insured or any other person.

This exclusion does not apply to model or hobby aircraft unless used or designed to carry an operator(s), any other person(s), or cargo.

**j. "Property damage" to property:**

- (1) Owned by an insured; or
- (2) Rented to, occupied or used by, or in the care of an insured.

The only exceptions to this exclusion are in the case of the insured's legal obligation to pay damages because of an "occurrence" of "property damage" caused by fire, smoke or explosion.

**k. "Bodily injury" to you or to any insured within the meaning of insured as defined in paragraph D., below.**

This exclusion also applies to any claim made or "suit" brought against you or any insured:

- (1) To repay; or
- (2) Share damages with;

another person who may be obligated to pay damages because of such "bodily injury."

**l. "Bodily injury" or "property damage" arising out of the use of any self-propelled land vehicle or "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed, strength or demolition contest or in any stunting activity.**

**m. "Bodily injury" or "property damage" arising out of:**

- (1) The use of any animal in, or while in practice or preparation for, a prearranged racing, speed, or strength contest, or prearranged stunting activity. But this exclusion applies only to "occurrences" arising out of such contests or activities, that take place at the site designated for the contest or activity; or
- (2) The use of any animal, with or without an accessory vehicle, for providing rides to any person for a fee or for providing rides in connection with or during a fair, charitable function or similar type of event.

**n. "Bodily injury" or "property damage" arising out of the transmission of a communicable disease by an insured.**

**o. "Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse.**

**p. "Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812, and any amendments hereto. Controlled Substances include, but are not limited to, cocaine, LSD, marijuana and all**

narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

- B.** Those provisions of **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** which apply to damages the insured is obligated to pay because of "personal injury" are extended to apply to liability arising out of the insured's personal or non-business activities.

With respect to coverage provided by this endorsement, **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is replaced by the following:

## **COVERAGE B – PERSONAL INJURY LIABILITY**

### **1. Insuring Agreement**

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:
- (1)** The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
  - (2)** Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under **COVERAGES A** or **B** or medical expenses under **COVERAGE C**. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A** and **B**.
- b.** This insurance applies to "personal injury" only if caused by an offense:
- (1)** Committed during the policy period; and
  - (2)** Arising out of the conduct of your personal or non-business activities, excluding advertising, publishing, broadcasting or telecasting done by or for you.

### **2. Exclusions**

This insurance does not apply to:

- a.** "Personal injury":
- (1)** For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to any indemnity obligation the insured has assumed under a written contract directly relating to the ownership, maintenance or use of the "insured location," provided the "personal injury" occurs subsequent to the execution of the contract;
  - (2)** Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
  - (3)** Arising out of the business pursuits of an insured;
  - (4)** Arising out of civic or public activities performed for pay by an insured; or

- (5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**b. Any loss, cost or expense arising out of any:**

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (2) Claim or "suit" by or behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

**C. COVERAGE C – MEDICAL PAYMENTS** is replaced by the following with respect to "occurrences" of "bodily injury" to which **COVERAGE A** of this endorsement applies:

**1. Insuring Agreement**

- a. We will pay reasonable medical expenses incurred and reported to us within 3 years from the date of an accident causing "bodily injury."

Reasonable medical expenses means expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**b. This coverage applies only:**

- (1) To a person (other than an insured) on the "insured location" with the permission of any insured; or
- (2) To a person (other than an insured) away from the "insured location", provided the "bodily injury":
  - (a) Arises out of a condition on the "insured location" or the ways immediately adjoining it;
  - (b) Is caused by the activities of an insured;
  - (c) Is caused or sustained by a "residence employee" in the course of his or her employment by an insured; or
  - (d) Is caused by an animal owned by or in the care of an insured.

No other obligation or liability to pay sums or perform acts or services is covered.

**2. Exclusions**

We will not pay medical expenses for "bodily injury":

- a. To a "residence employee" if "bodily injury" occurs:
  - (1) Away from the "insured location"; and

- (2) Outside the scope of his or her employment by an insured.
  - b. To any person (other than a “residence employee”) regularly residing on any part of the “insured location.”
  - c. To any person, if the “bodily injury” sustained is excluded under **COVERAGE A** of this endorsement.
- D. With respect to coverage provided under this endorsement, **SECTION II – WHO IS AN INSURED** is replaced by the following:
- 1. You are an insured and, if they are members of your household, your spouse, and your and your spouse’s relatives who are under the age of 21 are also insureds;
  - 2. Any other person under the age of 21 who is a member of your household and is under your care or under the care of a person specified in 1. above, is also an insured;
  - 3. Any person or organization legally responsible for animals or watercraft owned by you, your spouse or a person specified in 1. above is also an insured. But such a person or organization is an insured only insofar as:
    - a. The insurance under this Coverage Form applies to “occurrences” involving animals or watercraft;
    - b. That person’s or organization’s custody or use of the animals or watercraft does not involve business; and
    - c. That person or organization has the custody or use of the animals with the owner’s permission.
- E. With respect to coverage provided under this endorsement, **SECTION V – DEFINITIONS** is revised as follows:
- 1. Definition 4. “Coverage territory” is deleted.
  - 2. Definition 14. “Personal and advertising injury” is replaced by the following:
 

“Personal injury” means injury other than “bodily injury,” arising out of one or more of the following offenses:

    - a. False arrest, detention or imprisonment, or malicious prosecution;
    - b. Libel, slander or defamation of character; or
    - c. Invasion of privacy, wrongful eviction or wrongful entry.
  - 3. The following definitions are added:
    - a. “Insured location” means:
      - (1) The part of other premises, or of other structures and grounds, that is:
        - (a) Used by you as a residence and shown in the Declarations;
        - (b) Acquired by you during the policy period for your use as a residence;

- (c) Premises used by you in conjunction with the premises included in (a) above;
  - (d) Any part of premises not owned by an insured but where an insured is temporarily residing;
  - (e) Vacant land owned by or rented to an insured;
  - (f) Land owned by or rented to an insured on which a one to four-family dwelling is being constructed as a residence for occupancy by an insured, or an insured's "residence employee"; and
  - (g) Any part of premises occasionally rented to an insured for other than business purposes.
- b. "Residence employee" means an insured's "employee" whose duties are principally in connection with the maintenance or use of the "residence premises," including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the business of any insured.
- c. "Residence premises" means your principal residence and the grounds and structures appurtenant to it.
- "Residence premises" does not include any part or parts of a building or structure that are used for business.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PERSONAL WATERCRAFT EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A.** The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**2. Exclusions**

This insurance does not apply to:

**Personal Watercraft**

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any “personal watercraft” owned or operated by, rented or loaned to any insured. Use includes operation and “loading or unloading.”

- B.** The following definition is added to **SECTION V – DEFINITIONS:**

“Personal watercraft” means a motorized watercraft used for recreational purposes similar to, but not limited to jet skis, sea-doos, and waverunners.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SNOWMOBILES EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A.** The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**2. Exclusion**

This insurance does not apply to:

**Snowmobiles**

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any snowmobile owned or operated by, rented or loaned to any insured. Use includes operation and “loading or unloading.”

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITATION OF COVERAGE TO DESCRIBED PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Described Premises:**

This insurance applies only to "bodily injury," "property damage," "personal and advertising injury," and medical expenses arising out of the ownership, maintenance or use of the **Described Premises** listed in the above **SCHEDULE** and operations necessary or incidental to those premises.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITATION OF COVERAGE TO DESIGNATED ACTIVITIES AT THE  
DESCRIBED PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Activities:**

**Described Premises:**

This insurance applies only to "bodily injury," "property damage," "personal and advertising injury," and medical expenses arising out of the **Activities** listed in the above **SCHEDULE** that occur at the **Described Premises** listed in the above **SCHEDULE** and operations necessary or incidental to those premises.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TRAILER SPOTTING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

We will pay for "property damage" resulting from your movement or placement of mobile trailer homes or recreational vehicles that you do not own, rent, lease or borrow. We will only pay if the movement or placement occurs on or within 1000 feet of your premises.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GOLF COURSE PROPERTY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM**

**I. The following changes apply to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:**

**A. Coverage**

**1. Covered Property** is amended to include:

**a. Building**

Other golf course property such as "footbridges," pipes, "golf course dams," exterior light fixtures and poles, in-ground sprinkler systems and equipment, swimming pools, tennis courts, television satellite dishes, fences, roadways, walks, patios, and other paved surfaces, outdoor signs, tee signs, tee markers, flags and flagsticks, ball washers, water coolers, and benches.

**b. Your Business Personal Property**

Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Business Personal Property of Others.

**c. Business Personal Property of Others**

Business Personal Property of Others that is in your care, custody or control as shown in the Declarations. However, our payment for loss of, or damage to Business Personal Property of others will only be for the account of the owner of the property.

**2. Property Not Covered** is amended as follows:

Paragraph **m.** is deleted in its entirety and is replaced by the following:

- m.** Underground pipes, flues or drains, except in-ground sprinkler systems and equipment as provided under **A.1.a.** of this endorsement.

**II. Under Section A. COVERAGE, Paragraph 5. Coverage Extensions, the following Coverage Extensions are added:**

**aa. "Golf Holes," "Practice Ranges," and "Amending Soil"**

You may extend the insurance that applies to Building to apply to "golf holes," "practice ranges," and "amending soil" caused by or resulting from any one of the following causes of loss.

- (1)** Fire;
- (2)** Lightning;
- (3)** Explosion;

- (4) Riot or civil commotion;
- (5) Aircraft;
- (6) Vehicles;
- (7) Vandalism;
- (8) Windstorm or hail;
- (9) Sinkhole collapse;
- (10) Volcanic action; or
- (11) Falling objects.

The most we will pay under this Extension is the amount scheduled at each described premises.

**bb. Golf Equipment Personal Property**

You may extend the insurance that applies to Your Business Personal Property to apply to Golf Equipment including golf carts and golf clubs, tennis racquets and other related athletic equipment owned by you, your officers, your partners, your employees, or your members and their guests.

The most we will pay for loss or damage under this Extension is \$50,000 at each described premises. Our payment for loss or damage to personal property of others will only be for the account of the owners of the property.

**cc. Employee Tools**

You may extend the insurance that applies to your Business Personal Property to apply to tools owned by your officers, your partners, or your employees.

The most we will pay for loss or damage under this Extension is \$2,000 at each described premises. Our payment for loss or damage to personal property of others will only be for the account of the owner of the property.

**III. Section H. Definitions** is amended to include the following:

- aa.** "Amending Soil" means any changed soil (fill material and subsoil) used for putting green surfaces.
- bb.** "Footbridge" means a structure spanning and providing passage over a waterway or other obstacle which is owned by a golf course and is intended to be used by pedestrians, golf carts or vehicles used to maintain the golf course.
- cc.** "Golf Course Dam" means a structure that is owned by a golf course and is intended to create a water hazard or to control the flow of water from damaging the "golf holes".
- dd.** "Golf Holes" means all of the following:
  - (1) Teeing ground, which is the area or ground specifically cut and prepared for commencing play.

- (2)** Fairway, which is the area or ground specifically cut and prepared between the teeing area and the putting green.
- (3)** Fairway rough, which is the immediate area of ground bordering a golf fairway.
- (4)** Putting green is all ground of the holes being played which is especially prepared for putting.
- ee.** "Practice ranges" means an area of the course premises where shooting and golf driving is practiced.
- ff.** "Vehicles" means a land motor vehicle trailer or semi-trailer designed for travel on public roads, including attached machinery or equipment.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MARGIN CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **PROPERTY COVERAGE PART**

In the event of loss or damage to Covered Property, we will not pay more than 125% of the value shown for that Covered Property in the Statement of Values.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ELITE PROPERTY ENHANCEMENT: GREAT OUTDOORS**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUSINESS INCOME COVERAGE FORM  
CAUSES OF LOSS FORM**

**I. Schedule of Coverages and Limits**

The following is a summary of increased Limits of Insurance, additional coverages, and/or coverage extensions provided by this endorsement. This endorsement is subject to the provisions of your policy.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
<b>Covered Property</b>		
Your Business Personal Property within 1250 feet	Included	2
<b>Additional Coverages</b>		
Extended Business Income	60 Days	3
Fire Department Service Charge	\$25,000	3
Fire Extinguisher Recharge	\$10,000	3
Inventory and Appraisals	\$5,000	3
Lock Replacement	\$1,000	3
Pollutant Clean-Up and Removal	\$25,000	4
Reward Reimbursement	\$5,000	4
<b>Coverage Extensions</b>		
Accounts Receivable	\$25,000	4
Automated External Defibrillators (AEDs)	\$5,000	5
Business Income and Extra Expense	\$100,000	5
Civil Authority	Included in BI/EE Limit	6
Contingent Business Property	Included in BI/EE Limit	6
Earthquake Sprinkler Leakage	\$10,000	7
Electronic Data Processing Equipment, Data and Media	\$5,000	7
Fine Arts	\$25,000	10
Garages	\$5,000	11
Horses	\$2,000 / \$10,000	12
Hunting Dogs	\$1,000 / \$5,000	12
Newly Acquired or Constructed Property	180 Days	12
Off-Premises Power Failure	\$25,000	12
Ordinance or Law		
Undamaged Portion of the Building	Building Limit	13
Demolition Cost	\$250,000	14
Increased Cost of Construction	\$250,000	14
Outdoor Property Including Debris Removal	\$25,000	15
Pair, Sets or Parts	Included	16
Personal Effects	\$25,000	16
Personal Property of Others		
Other than Money & Securities	\$25,000	16
Per Guest / Client	\$5,000	16
Money & Securities	\$5,000	16
Per Guest / Client	\$500	16



Coverage Applicable	Limit of Insurance	Page #
Property In Transit	\$50,000	17
Property Off Premises, Including Stock	\$500,000	17
Property at Conventions, Fairs, Exhibitions or Special Events	\$25,000	17
Sewer or Drain Back-Up	\$25,000	17
Utility Services (Business Income and Extra Expense)	Included	17
Valuable Papers	\$50,000	18

## II. Conditions

### A. Applicability of Coverage

Coverage provided in forms attached to your policy is amended by this endorsement where applicable.

### B. Limits of Insurance

1. When coverage is provided by this form and another coverage form attached to this policy, the greater Limits of Insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy.
2. Limits of Insurance identified in this endorsement are not excess of, or in addition to, Limits of Insurance provided by the Coverage Form or the Causes of Loss Form unless otherwise stated.
3. Coverage is considered to be on an occurrence basis (not on a per location basis) unless otherwise stated.

### C. Applicability of Exclusions

Specific exclusionary endorsements attached to the policy supersede coverage provisions contained in this coverage enhancement.

### D. Requirement for Covered Causes of Loss

Except where a specific Covered Cause of Loss is identified in this coverage enhancement, coverage for the losses described herein are applicable only for Covered Causes of Loss as designated in the Causes of Loss Form attached to the policy.

## III. Covered Property

Under the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**, Section **A. Coverage**, Paragraph **1. Covered Property**, Item **b.** is amended as follows:

- b.** Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1250 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property - Separation of Coverage form:

## IV. Additional Coverages

With the exception of Item **A. Extended Business Income**, the following are added to or amend the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** under Section **A. Coverage**, **4. Additional Coverages**:

#### **A. Extended Business Income**

If the **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM** applies to this policy, Section **A. COVERAGE, Additional Coverages** is amended as follows:

1. Paragraph **(1)(b)(ii)** of **Extended Business Income** is deleted and replaced by the following:  
  
**(ii)** 60 consecutive days after the date determined in **(1)(a)** above.
2. Paragraph **(2)(b)(ii)** of **Extended Business Income** is deleted and replaced by the following:  
  
**(ii)** 60 consecutive days after the date determined in **(2)(a)** above.

#### **B. Fire Department Service Charge**

Section **A. Coverage, 4. Additional Coverages, c. Fire Department Service Charge** is amended as follows:

The Limit of Insurance for this additional coverage is increased to \$25,000.

#### **C. Fire Extinguisher Recharge**

We will pay for expenses you incur to recharge portable fire extinguishers, dry chemical, carbon dioxide, or liquid automatic fire extinguishing systems and the cost of resetting automatic fuel shut-off connections, if any of the above are discharged to fight a fire or are discharged due to a mechanical malfunction.

The most we will pay for loss or damage under this additional coverage is \$10,000. No deductible shall apply to this coverage.

#### **D. Inventory and Appraisals**

We will pay for expenses you incur, excluding those for public adjusters and appraisers, to record information, compile inventories, or obtain appraisals we require to comply with the loss conditions of this Coverage Form.

The most we will pay for loss or damage under this additional coverage is \$5,000 for any one loss. No deductible shall apply to this coverage.

#### **E. Lock Replacement**

We will pay the necessary expense to repair or replace exterior or interior door locks of a covered building:

1. If your door keys are stolen in a covered theft loss; or
2. When your property is damaged and your door keys are stolen by the burglars.

The most we will pay under this additional coverage is \$1,000 for any one occurrence. No deductible shall apply to this coverage.

## **F. Pollutant Clean-Up and Removal**

Section **A. Coverage, 4. Additional Coverages, d. Pollutant Clean Up and Removal** is amended as follows:

The Limit of Insurance for this additional coverage for each described premises is increased to \$25,000 for the sum of all covered expenses arising out of a Covered Cause of Loss occurring during each separate 12 month period of this policy.

## **G. Reward Reimbursement**

We will pay a reward for information that leads to a criminal conviction in connection with loss or damage to Covered Property by a Covered Cause of Loss; provided that the reward is pre-approved by us.

The most we will pay for this additional coverage is \$5,000 regardless of the number of persons involved who provide information. No deductible shall apply to this coverage.

## **V. Coverage Extensions**

With the exception of Items **D. Earthquake Sprinkler Leakage, J. Off-Premises Power Failure, O. Property In Transit, Q. Sewer or Drain Back-Up, and R. Utility Services (Applicable to Business Income (and Extra Expense) Coverage)**, the following are added to or amend the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** under Section **A. Coverage, 5. Coverage Extensions**:

### **A. Accounts Receivable**

1. You may extend coverage for Your Business Personal Property provided by this Coverage Form to apply to your records of accounts receivable:
  - a. At a described premises or in or on a vehicle in transit between described premises; or
  - b. If the records must be removed from a described premises to protect them from the threat of a Covered Cause of Loss.

We will pay for a loss while they are:

- a. At a safe place away from your described premises; or
  - b. Being taken to and returned from that place.
2. You may extend coverage for Your Business Personal Property provided by this Coverage Form to apply to the amounts due from your customers that you are unable to collect due to a Covered Cause of Loss, including:
  - a. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - b. Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and
  - c. Other reasonable expenses that you incur to reestablish your records of accounts receivable that result from direct physical loss or damage by any Covered Causes of

Loss to your records of accounts receivable, including credit or charge card slips.

**3. Accounts receivable loss payment will be determined as follows:**

- a.** Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs; and

The total above will be adjusted for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.

- b.** The following will be deducted from the total amount of accounts receivable:

- (1)** The amount of the accounts for which there is no loss; and
- (2)** The amount of the accounts that you are able to reestablish or collect; and
- (3)** An amount to allow for probable bad debts that you are normally unable to collect; and

- c.** You will pay us the amount of all recoveries you receive for a loss paid by us. But any recoveries in excess of the amount we have paid belong to you.

**4. Exclusions**

- a.** We will not pay for a loss caused by or resulting from any of the following:

- (1)** Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

- (2)** Bookkeeping, accounting or billing errors or omissions.

- b.** We will not pay for loss that requires any audit of records or any inventory computation to prove its factual existence.

The most we will pay under this coverage extension is \$25,000.

**B. Automated External Defibrillators**

Automated external defibrillators (AEDs) are considered Covered Property.

The most we will pay for loss or damage under this coverage extension is limited to \$5,000 per occurrence, which is in addition to the Business Personal Property Limit stated in the Declarations.

**C. Business Income and Extra Expense**

- 1.** Coverage is extended to include the actual loss of Business Income you sustain, and necessary Extra Expense you incur when your covered building or Business Personal Property listed in the Declarations is damaged by a Covered Cause of Loss.

We pay any Extra Expense you incur:

- a. To continue your normal operations at the described premises; or
- b. To continue your normal operations at replacement premises or temporary locations; including:
  - (1) Relocation expenses; and
  - (2) The costs to equip or operate the replacement or temporary locations; or
- c. To minimize the suspension of your normal operations if you cannot continue them.

## **2. Civil Authority**

We will pay for the actual loss of Business Income you sustain, and necessary Extra Expense you incur that is caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss. The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to 3 consecutive weeks after coverage begins. The coverage for Extra Expense will begin immediately after the time of that action and will end:

- a. 3 consecutive weeks after the time of that action; or
- b. When your Business Income coverage ends; whichever comes first.

## **3. Contingent Business Property**

We will pay for the actual loss of Business Income you sustain, and necessary Extra Expense you incur when Contingent Business Property is damaged by a Covered Cause of Loss. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume operations, in whole or in part, by using any other available:

- a. Source of materials; or
- b. Outlet for your products.

The most we will pay under this section is \$100,000 for any one occurrence.

## **4. The following, when used in this section, are defined as follows:**

- a. Business Income means net income (net profit or loss before income taxes) that would have been earned or incurred during the period of restoration and continuing normal operating expenses including payroll.
- b. Extra Expense means necessary expenses you incur during the period of restoration that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.
- c. Contingent Business Property means property operated by others on whom you depend to:

- (1) Deliver materials or services to you or to others for your account (Contributing Locations);
  - (2) Accept your products or services (Recipient Locations);
  - (3) Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
  - (4) Attract customers to your business (Leader Locations).
- d. Period of Restoration means the period of time that:
- (1) Begins with the date of physical loss or damage caused by or resulting from any Covered Cause of Loss; and
  - (2) Ends on the date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

The expiration date of this policy will not cut short the period of restoration.

#### **D. Earthquake Sprinkler Leakage**

Under the **CAUSES OF LOSS - SPECIAL FORM**, the following supersedes any wording to the contrary:

We will pay up to \$10,000 for damages resulting from Sprinkler Leakage which is caused by Earth Movement.

#### **E. Electronic Data Processing Equipment, Data and Media**

##### **1. Coverage**

##### **a. Covered Property**

- (1) Covered Property as used in this Coverage Form means Electronic Data Processing devices operated by you at the premises listed in the Declarations. The Covered Property must be either your property or property belonging to others, which is in your care and used by you in your business or profession.
- (2) Covered Property, as used in this section of this extension, includes data and media owned proprietarily by you. The Covered Property must be either your property or property belonging to others, which is in your care and used by you in your business or profession.

Data means information stored electronically and includes facts, instructions, concepts and programs converted to a form useable in electronic data processing operations.

Media means devices which store information which is accessible to computers.

**b. Property Not Covered**

Covered Property under this section does not include:

- (1)** Accounts, records, documents and other valuable papers, except as they may be converted to data and stored on media, and then only in that converted form;
- (2)** Property of yours that you have rented, leased or loaned to someone else; or
- (3)** Electronic alarm systems.

**c. Coverage Extensions**

- (1)** Provided you store duplicate data at a separate premises and provided such data is not insured elsewhere under this or any other insurance policy, we will cover that data at each such storage location.
- (2)** We will also pay for loss to Covered Property while temporarily located away from your premises and while in transit within:
  - (a)** The United States of America;
  - (b)** Puerto Rico; and
  - (c)** Canada.

The most we will pay under this coverage extension is \$2,500 for any single occurrence.

- (3)** We will continue to cover your Covered Property while being transferred to and while at a temporary safe storage location, whenever utilized to avoid imminent loss. You are required, however, to provide us with written notice within 10 days following such move.
- (4)** We will also pay for expenses you incur for the removal of debris provided:
  - (a)** The debris is Covered Property;
  - (b)** The cause of loss is not excluded by any part of this policy; and
  - (c)** The debris is located at a location scheduled in this policy.

The most we will pay under this debris removal coverage extension is \$5,000 in any one loss.

- (5)** We will also pay 80% of the actual rental cost for replacement electronic equipment, beginning 48 hours after a covered loss has occurred to Covered Property under the EDP coverage listed in the preceding paragraphs, provided such equipment will assist in continuing operations at no less than 80% of normal capacity.

This coverage extension will end when the covered loss has been settled or when the amount of coverage provided under this Coverage Form is exhausted, whichever occurs first.

The most we will pay under the terms of this coverage extension is \$2,500 in any one loss.

- (6)** We will also pay you for the expense you incur in recharging or refilling fire protection devices which are designed specifically to protect the Covered Property under this EDP coverage extension, when these devices have been used in protecting such property from a covered loss.

The most we will pay under the terms of this coverage extension is \$2,500 in any one loss.

**e. Covered Causes of Loss**

Covered Causes of Loss means risks of direct physical loss to Covered Property except those Causes of Loss listed in the Exclusions.

**2. Exclusions**

We will not pay for a loss caused directly or indirectly by any of Items **a.** through **i.** listed below. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**a. Government Action**

Seizure or destruction of property by order of governmental authority. This exclusion will not apply to acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire falls within a Covered Cause of Loss under the terms of this policy.

**b. Nuclear Hazard**

- (1)** Any weapon employing atomic fission or fusion; or
- (2)** Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct loss caused by resulting fire if the fire would be covered under the terms of this policy.

**c. War and Military Action**

- (1)** War, including undeclared or civil war;
- (2)** Warlike action by military forces, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3)** Insurrection, rebellion, revolution, usurped powers or action taken by governmental authority in hindering or defending against any of these.

**d. Delay, loss of market, loss of income, loss of use or any other cause of consequential loss.**



- e. Wear and tear, any quality in the Covered Property that causes it to damage or destroy itself, gradual deterioration, depreciation or damage done by insects, vermin or rodents. We will pay for direct loss caused by resulting fire or explosion if the fire or explosion would be covered under the terms of this Coverage Form.
- f. Dishonest acts committed by you, anyone else with an interest in the Covered Property, or your or their employees, whether or not such an act occurs during the hours of employment; nor will we pay for a loss caused by dishonest acts by anyone entrusted with the Covered Property, except a common carrier for hire.
- g. Dryness, dampness, changes in temperature, corrosion or rust. But, if the air conditioning system that services the Covered Property is damaged by a Covered Cause of Loss we will pay for any direct resulting damage to Covered Property.
- h. Breakage of tubes, bulbs, lamps or articles made of glass. But we will pay for such loss caused directly by fire, lightning, explosion, windstorm, earthquake, flood, vandalism, aircraft, rioters, strikers, theft or attempted theft, or by accident to vehicles carrying the Covered Property.
- i. Processing or work performed upon the Covered Property. But we will pay for direct loss caused by resulting fire or explosion if the fire or explosion would be covered under this Coverage Form.

### **3. Limits and Deductibles**

#### **a. Limit of Insurance**

The most we will pay for any loss under this EDP section is \$5,000.

#### **b. Deductible**

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Contents Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

#### **c. Valuation**

The value of the Covered Property will be determined as of the time and place of loss using the actual replacement cost of property similar to the Covered Property. In no event will our liability above exceed the cost to repair or replace the property with similar property of equal value.

### **F. Fine Arts**

- 1. Coverage applies to Fine Arts. Covered Causes of Loss are extended to include risks of direct physical loss or damage except:
  - a. Any repairing, restoration or retouching process.
  - b. Breakage of fragile fine arts articles, including art glass windows, statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles, unless caused by:
    - (1) The "specified causes of loss";
    - (2) Building glass breakage;

(3) Earthquakes; or

(4) Floods.

c. Dishonest or criminal acts by you, any of your partners, employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose (other than a bailee for hire or carrier):

(1) Acting alone or in collusion with others; or

(2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

d. Voluntary parting with any property by you or anyone else to whom you have entrusted the property, if induced to do so by any fraudulent scheme, trick, device or false pretense.

e. Any of the following:

(1) Wear and tear;

(2) Rust, corrosion, "fungus," decay, deterioration, hidden or latent defect or any quality in the property that causes it to damage or destroy itself;

(3) Nesting or infestation, or discharge or release of waste products or secretions by insects or rodents; or

(4) Dampness or dryness of atmosphere or changes in or extremes in temperature.

2. The most we will pay in any one occurrence for loss or damage to Fine Arts caused by or resulting from any Covered Cause of Loss is:

a. The Limit of Insurance that applies to the lost or damaged Fine Arts; or

b. \$25,000;

whichever is less.

3. The following, when used in this section, are defined as follows:

a. Antique means an object at least 100 years old.

b. Fine Arts means paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains and similar property of rarity, historical value or artistic merit.

## G. Garages

You may extend building coverage provided by this Coverage Form to apply to any garage or storage shed located at the premises described in the Declarations.

The most we will pay under this extension is \$5,000

## H. Horses and Hunting Dogs

The following is added under Section **A. Coverage, 5. Coverage Extensions, b. Personal Effects And Property Of Others:**

1. Personal effects coverage is extended to cover horses and hunting dogs owned by you, your volunteers, your officers, your partners or your employees. This extension does not apply to loss or damage by theft.
2. Coverage for personal property of others in your care, custody or control is extended to cover horses and hunting dogs belonging to others.
3. We will not pay for loss or damage in any one occurrence under this extension until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable Limit of Insurance under this extension. No other deductible applies to this extension.
4. Coverage for horses is limited to \$2,000 per horse, subject to an aggregate of \$10,000; hunting dogs are limited to \$1,000 per hunting dog, subject to an aggregate of \$5,000.

Coverage does not apply if other insurance is available.

A hunting dog refers to any dog that assists humans in hunting upland bird and waterfowl and is registered with the American Kennel Club.

## I. Newly Acquired Or Constructed Property

Section **A. Coverage, 5. Coverage Extensions, a. Newly Acquired Or Constructed Property, (3) Period Of Coverage** is amended as follows:

### (3) Period of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 180 days expire after you acquire the property or begin construction of that part of the building that would qualify as Covered Property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

## J. Off-Premises Power Failure

Under the **CAUSES OF LOSS - SPECIAL FORM**, the following supersedes any wording to the contrary:

We will pay for loss of or damage to Covered Property, caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to a water supply service, communication supply service, or power supply service, not on the described premises.

1. Water supply service means the following types of property supplying water to the described premises:
  - a. Pumping stations; and
  - b. Water mains.
2. Communication supply service means property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
  - a. Communication transmission lines;
  - b. Coaxial cables, and
  - c. Microwave radio relays except satellites.

Communication supply service does not include overhead communication lines.

3. Power supply service means the following types of property supplying electricity, steam, or gas to the described premises:
  - a. Utility generating plants;
  - b. Switching stations;
  - c. Substations;
  - d. Transformers; and
  - e. Transmission lines.

Power supply service does not include overhead transmission lines.

This coverage extension does not apply to loss of Business Income or Extra Expense. The most we will pay for loss or damage under this extension is \$25,000.

## **K. Ordinance or Law**

### **1. Coverage**

Under this coverage extension, we will not pay any costs due to an ordinance or law that you were required to comply with before the loss, even when the building was damaged, and with which you failed to comply.

#### **a. Coverage A – Coverage For Loss to the Undamaged Portion of the Building**

If a Covered Cause of Loss occurs to covered Building property shown in the Declarations, we will pay for loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:

- (1) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- (2) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

**(3)** Is in force at the time of loss.

Coverage A is included within the Limit of Insurance applicable to the covered Building property shown in the Declarations. This is not additional insurance.

**b. Coverage B – Demolition Cost Coverage**

If a Covered Cause of Loss occurs to covered Building property, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning or land use ordinance or law.

The Limit of Insurance for Demolition Cost Coverage is \$250,000 (in addition to the Building Limit).

**c. Coverage C – Increased Cost of Construction Coverage**

If a Covered Cause of Loss occurs to covered Building property, we will pay for the increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.

The Limit of Insurance for Increased Cost of Construction is \$250,000 (in addition to the Building Limit).

**2. Loss Payment**

**a. Coverage A – Coverage for Loss to the Undamaged Portion of the Building**

**(1)** If the Replacement Cost Coverage option applies, and the property is repaired or replaced on the same or another premises, we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

**(a)** The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

**(b)** The Limit of Insurance applicable to the covered Building property.

**(2)** If the Replacement Cost Coverage option applies and the property is not repaired or replaced; or if the Replacement Cost Coverage option does not apply; we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

**(a)** The actual cash value of the building at the time of loss; or

**(b)** The Limit of Insurance applicable to the covered Building property.

**b. Coverage B – Demolition Cost Coverage**

We will not pay more under Coverage B – Demolition Cost Coverage than the lesser of the following:

**(1)** The amount you actually spend to demolish and clear the site of the described premises; or

(2) The applicable Demolition Cost Limit of Insurance shown above.

**c. Coverage C - Increased Cost of Construction Coverage**

We will not pay under Coverage C – Increased Cost of Construction Coverage until the property is actually repaired or replaced at the same or another premises; and unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(1) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage C is the lesser of:

(a) The increased cost of construction at the same premises; or

(b) The applicable Increased Cost of Construction Limit of Insurance shown above.

(2) If the ordinance or law requires relocation to another premises, the most we will pay under Coverage C is the lesser of:

(a) The increased cost of construction at the new premises; or

(b) The applicable Increased Cost of Construction Limit of Insurance shown above.

The terms of this coverage extension apply separately to each building to which this endorsement applies.

**L. Outdoor Property Including Debris Removal**

Section **A. Coverage, 5. Coverage Extensions, E. Outdoor Property** is deleted in its entirety and replaced by the following:

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences and netting, playground equipment, outdoor lighting, outdoor pools, court surfaces, radio and television antennas (including satellite dishes), trees, shrubs, plants and lawns, including the cost of debris removal, caused by or resulting from any of the following Causes of Loss:

1. Fire;
2. Lightning;
3. Explosion;
4. Riot or civil commotion;
5. Aircraft or vehicles;
6. Vandalism and malicious mischief; or
7. Theft.

The most we will pay for loss or damage under this extension is \$25,000. The most we will pay for any one tree, shrub, plant or acre of lawn, including the cost of debris removal is \$1,000.

Signs will be covered for all Covered Causes of Loss, unless excluded by your policy.

**M. Pair, Sets or Parts**

**1. Pair or Set**

In case of loss to any part of a pair or set we may:

- a.** Repair or replace any part to restore the pair or set to its value before the loss; or
- b.** Pay the difference between the value of the pair or set before and after the loss.

**2. Parts**

In case of a loss to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

**N. Personal Effects and Property of Others**

Section **A. Coverage, 5. Coverage Extensions, b. Personal Effects And Property Of Others** is amended as follows:

- 1.** The most we will pay for loss or damage to personal effects owned by you, your volunteers, your officers, your partners or your employees under this extension is \$25,000 at each described premises.
- 2.** The most we will pay for loss or damage to personal property of others, other than money and securities, in your care, custody or control, under this extension is \$25,000. The most we will pay for money and securities, belonging to others and in your care, custody or control is \$5,000 at each described premises.

However, we will not pay more than \$5,000 for loss or damage to personal property of others, other than money and securities of any one guest or client, or \$500 for loss of money and securities of any one guest or client.

- 3.** We will not pay for loss or damage in any one occurrence under this extension until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable Limit of Insurance under this extension. No other deductible applies to this extension.
- 4.** Under this extension, the value of your guests' or clients' money and securities will be calculated as the smaller of the following:
  - a.** The cost to replace the money or securities at the time of loss; or
  - b.** The actual cash value of the money or securities at the time of loss.

However, at your option, the cost of replacing securities may be calculated using the market value of the securities at the time the claim is settled.

This extension does not apply to horses or hunting dogs.

**O. Property In Transit**

Under the **CAUSES OF LOSS - SPECIAL FORM**, Section **F. Additional Coverage Extensions**, Paragraph **1. Property In Transit** is amended as follows:

- c. The most we will pay for loss or damage under this extension is \$50,000.

**P. Property Off Premises, Including Stock**

Section **A. Coverage, 5. Coverage Extensions, d. Property Off-Premises** is amended as follows:

You may extend the insurance that applies to Your Business Personal Property to apply to your Covered Property that is temporarily at a location you do not own, lease, or operate.

This extension does not apply to Covered Property:

- 1. In or on a vehicle; or
- 2. In the care, custody and control of your salespersons.

The most we will pay for loss or damage under this coverage extension is \$500,000. The most we will pay for loss or damage under this coverage extension is \$25,000 for losses occurring at a convention, fair, exhibition or special event.

**Q. Sewer or Drain Back-Up**

Under the **CAUSES OF LOSS - SPECIAL FORM**, the following supersedes any wording to the contrary:

We will pay for loss or damage to Covered Property at a described premises caused by water from a non-existing body of water that backs up from a sewer or drain. The most that we will pay for loss or damage under this coverage extension is \$25,000.

**R. Utility Services (Applicable to Business Income (and Extra Expense) Coverage)**

Under the **CAUSES OF LOSS - SPECIAL FORM**, the following supersedes any wording to the contrary:

Your coverage for Business Income and Extra Expense is extended to apply to the actual loss of Business Income you sustain, and necessary Extra Expense you incur at the premises described in the Declarations, caused by an interruption of water supply service, communication supply service, or power supply service to such premises. The interruption in the above utility service must result from direct physical loss or damage by a Covered Cause of Loss to the utility services property listed below, not on a premises described in the Declarations.

- 1. Water supply service means the following types of property supplying water to the described premises:
  - a. Pumping stations; and
  - b. Water mains.
- 2. Communication supply service means property supplying communication services, including telephone, radio, microwave or television services to the described premises,



such as:

- a. Communication transmission lines;
- b. Coaxial cables, and
- c. Microwave radio relays except satellites.

Communication supply service does not include overhead communication lines.

- 3. Power supply service means the following types of property supplying electricity, steam, or gas to the described premises:

- a. Utility generating plants;
- b. Switching stations;
- c. Substations;
- d. Transformers; and
- e. Transmission lines.

Power supply service does not include overhead transmission lines.

We will only pay for loss you sustain after the first 12 hours following the direct physical loss or damage to the off-premises property to which this extension applies. This coverage extension does not apply to direct physical damage to Covered Property.

## **S. Valuable Papers And Records**

Section **A. Coverage, 5. Coverage Extensions, c. Valuable Papers And Records (Other Than Electronic Data)** is amended as follows:

You may extend the insurance that applies to Your Business Personal Property to apply to your costs to research, replace or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist.

The most we will pay under this extension is \$50,000 at each described premises.

## **VI. Other Insurance**

If there is other insurance under a separate policy covering the same loss or damage as provided for in this coverage enhancement, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, regardless of whether you are able to collect. However, we will not pay more than the applicable Limit of Insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NAMED DRIVER EXCLUSION**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART****SCHEDULE**

<b>Name of Excluded Driver or Drivers</b>	<b>Driver's License Number</b>

The insurance provided under the Liability Coverage, Physical Damage Coverage, Garagekeepers Coverage, and Trailer Interchange Coverage sections, or under any endorsement providing Medical Payments, Personal Injury Protection, Added Personal Injury Protection, Uninsured Motorists' or Underinsured Motorists' Coverage, or any similar coverage, does not apply while any covered "auto" is being driven by the individual(s) named in the **SCHEDULE** above.

If we are required to respond to a claim or "suit" in order to comply with a compulsory insurance, financial responsibility or no fault law, the Limit of Insurance we will provide is the minimum specified by that law.

Under Physical Damage Coverage, "loss" caused by the individual(s) shown in the **SCHEDULE** above will be covered, but only for the interest of a loss payee or additional insured – lessor under this policy.

You further agree that this endorsement will also serve as a rejection of Uninsured/Underinsured Motorists' Coverage and Personal Injury Protection Coverage while a covered "auto" is operated by the individual(s) shown in the **SCHEDULE**.

All other terms and conditions of this policy remain unchanged.

**Accepted By**

\_\_\_\_\_  
Signature of Named Insured

\_\_\_\_\_  
Date

\_\_\_\_\_  
Insurance Company Authorized Representative

\_\_\_\_\_  
Date

<i>SERFF Tracking Number:</i>	<i>PHLX-125856084</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Philadelphia Indemnity Insurance Company</i>	<i>State Tracking Number:</i>	<i>#? \$50</i>
<i>Company Tracking Number:</i>	<i>ML AR0036102F01</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non-</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>Great Outdoors</i>		
<i>Project Name/Number:</i>	<i>Great Outdoors/ML AR0036102F01</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PHLX-125856084 State: Arkansas  
 Filing Company: Philadelphia Indemnity Insurance Company State Tracking Number: #? \$50  
 Company Tracking Number: ML AR0036102F01  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
 Liability  
 Product Name: Great Outdoors  
 Project Name/Number: Great Outdoors/ML AR0036102F01

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
 Property & Casualty **Review Status:** Approved 10/15/2008

**Comments:**

**Attachments:**

ARPCTD forms.PDF  
 ARFFS-1.PDF

**Satisfied -Name:** Property Filing Memorandum, GL  
 Filing Memorandum, Auto Filing  
 Memorandum **Review Status:** Approved 10/15/2008

**Comments:**

**Attachments:**

Property Filing Memorandum.PDF  
 GL Filing Memorandum.PDF  
 Auto Filing Memorandum.PDF

**Satisfied -Name:** Limit of Insurance Endorsement PI-  
 GO-007 (08-08) **Review Status:** Approved 10/15/2008

**Comments:**

Reflects corrected edition date

**Attachment:**

Limit of Insurance Endorsement PI-GO-007 (08-08).PDF

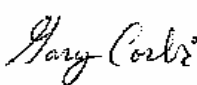
## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	Philadelphia Insurance Companies				<b>Group NAIC #</b>	0677
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>		
Philadelphia Indemnity Insurance Company	PA	18058	231738402			

<b>5. Company Tracking Number</b>	ML AR0036102F01
-----------------------------------	-----------------

## Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Gary F. Corbi One Bala Plaza, Suite 100 Bala Cynwyd PA 19004	Product Development Specialist	610-617-5980	610-471-0946	
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>		Gary F. Corbi		

## Filing Information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	05.0 Commercial Multi-Peril - Liability & Non-Liability			
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	05.0003 Commercial Package			
<b>11. State Specific Product code(s) (if applicable) [See State Specific Requirements]</b>	N/A			
<b>12. Company Program Title (Marketing Title)</b>	Great Outdoors Insurance Program			
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
<b>14. Effective Date(s) Requested</b>	New:	11/15/2008	Renewal:	11/15/2008
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>16. Reference Organization (if applicable)</b>	N/A			
<b>17. Reference Organization # &amp; Title</b>	N/A			
<b>18. Company's Date of Filing</b>	October 13, 2008			
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

# Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	ML AR0036102F01
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

The Philadelphia Indemnity Insurance Company files for your review, and where required approval, forms for our new Great Outdoors Insurance program.

The enclosed forms will be available for commercial risks with recreational exposures such as guest ranches, hunting and fishing lodges, guides and outfitters, trap shooting, gun clubs and recreational vehicle parks. The General Liability, Property and Automobile endorsements will be issued in conjunction with ISO coverage forms they modify. This coverage will be available as a package program or on a monoline basis.

Corresponding rating rule pages describing forms usage and providing any applicable premium information are exempt from filing in your state.

The attached forms are new and do not replace any existing forms except for Trailer Spotting Endorsement PI-CRV-01 (08/08), which replaces Trailer Spotting Endorsement PI-CRV-01 (07/06), approved by your Department effective September 15, 2006 under your filing number AR-PC-06-020649. PI-CRV-01 (08/08) will be made available for risks with appropriate recreational exposures.

We are enclosing Filing Memoranda providing additional details about this filing including a listing of all forms included in this filing and which forms are optional and which are mandatory for insureds who elect coverage under this program.

As this is a new program filing, it will not have any rate level effect.

We would like to implement this filing on the earlier of November 15, 2008 or the first date possible after receiving your Department's approval.

We are filing these forms concurrently in our domiciliary state of Pennsylvania.

22.	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]
	<div data-bbox="183 1461 431 1516"> <p><b>Check #:</b> 43895</p> <p><b>Amount:</b> \$50.00</p> </div> <div data-bbox="154 1753 1300 1812"> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p> </div>

\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided **ONLY** when making a filing that includes forms)  
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	<b>This filing transmittal is part of Company Tracking #</b>	ML AR0036102F01
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2.	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	None
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3.	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Additional Insured - Hunting and Fishing Guides Endorsement	PI-GO-001 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
02	Aircraft or Auto Exclusion	PI-GO-002 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
03	Aircraft, Auto or Watercraft Exclusion	PI-GO-003 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
04	Airport Liability Exclusion	PI-GO-004 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
05	Boat Endorsement	PI-GO-005 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
06	Dogs in the Insured's Care, Custody or Control	PI-GO-006 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
07	Limit of Insurance Endorsement	PI-GO-007 (03/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
08	Limitation of Coverage to Designated Activities Endorsement	PI-GO-008 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
09	Participants Exclusion - Designated Activities	PI-GO-009 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
10	Personal Liability Endorsement	PI-GO-010 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
11	Personal Watercraft Exclusion	PI-GO-011 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
12	Snowmobiles Exclusion	PI-GO-012 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
13	Limitation of Coverage to Described Premises	PI-GO-015 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
14	Limitation of Coverage to Designated Activities at the Described Premises	PI-GO-016 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
15	Trailer Spotting Endorsement	PI-CRV-01 (08/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PI-CRV-01 (07/06)	N/A

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
16	Golf Course Property Endorsement	PI-GO-013 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
17	Margin Clause Endorsement	PI-GO-014 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
18	Elite Property Enhancement: Great Outdoors	PI-EPE-GO (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
19	Named Driver Exclusion	PI-GO-017 (08/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
20			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



Philadelphia Indemnity Insurance Company  
Forms Explanatory Memorandum  
Division Five - Fire and Allied Lines  
Great Outdoors Insurance Program

Philadelphia Indemnity Insurance Company is introducing independent Property endorsements that will be available for risks with recreational exposures such as guest ranches, hunting and fishing lodges, guides and outfitters, trap shooting, gun clubs and recreational vehicle parks.

These endorsements will be used on a mono-line or package basis and will be used in conjunction with Insurance Services Office forms and endorsements filed on our behalf.

A copy of the endorsements and rule pages are enclosed for your review. Below is an explanation of each endorsement.

1. Golf Course Property Endorsement PI-GO-013 (08/08)

Amends covered property to include building and business personal property usual to a golf course.

2. Margin Clause Endorsement PI-GO-014 (08/08)

Applies to risks written with blanket building and or contents limits. It provides replacement cost coverage for covered property for an amount up to 125% of the value shown for that covered property in the statement of values.

3. Elite Property Enhancement: Great Outdoors PI-EPE-GO (08/08)

This optional endorsement provides additional coverages and limits as listed in the endorsement schedule.

Philadelphia Indemnity Insurance Company  
Forms Explanatory Memorandum  
Division Six - General Liability  
Great Outdoors Insurance Program

Philadelphia Indemnity Insurance Company is introducing independent general liability endorsements which we plan to use with risks which have recreational exposures such as guest ranches, hunting and fishing lodges, guides and outfitters, trap shooting, gun clubs and recreational vehicle parks.

These endorsements will be used on a mono-line or package basis and will be used in conjunction with Insurance Services Office forms and endorsements filed on our behalf.

A copy of the endorsements and rule pages are enclosed for your review. Below is an explanation of each form or endorsement.

1. Additional Insured – Hunting And Fishing Guides Endorsement PI-GO-001 (08/08)

This optional endorsement amends the Who is an Insured provision of the Commercial General Liability Coverage Form to include Hunting and Fishing Guides as additional insureds.

2. Aircraft or Auto Exclusion PI-GO-002 (08/08)

This optional endorsement excludes liability coverage for any aircraft or auto.

3. Aircraft, Auto or Watercraft Exclusion PI-GO-003 (08/08)

This optional endorsement excludes liability coverage for any aircraft, auto or watercraft.

4. Airport Liability Exclusion PI-GO-004 (08/08)

This optional endorsement excludes liability coverage for aviation activities or airports.

5. Boat Endorsement PI-GO-005 (08/08)

This optional endorsement provides liability coverage for watercraft listed in the endorsement schedule that is owned, used or rented by the insured.

6. Dogs in the Insured's Care, Custody or Control PI-GO-006 (08/08)

This optional endorsement modifies the animal exclusion in the Comprehensive General Liability Coverage Form to provide property damage coverage to dogs owned by others while boarded on the insured's premises for a specific limit of insurance.

7. Limit of Insurance Endorsement PI-GO-007 (08/08)

We will issue this mandatory endorsement if an insured has more than one Commercial General Liability policy issued by Philadelphia Indemnity Insurance Company. The endorsement states that the aggregate maximum limit of insurance under all applicable coverage forms or policies shall not exceed the highest applicable limit under any one form or policy.

8. Limitation of Coverage to Designated Activities Endorsement PI-GO-008 (08/08)

This optional endorsement limits coverage to activities listed in the endorsement schedule.

9. Participants Exclusion – Designated Activities PI-GO-009 (08/08)

This optional endorsement excludes activities listed in the endorsement schedule.

10. Personal Liability Endorsement PI-GO-010 (08/08)

This optional endorsement provides liability coverage for the insured's personal or non-business activities.

11. Personal Watercraft Exclusion PI-GO-011 (08/08)

This optional endorsement excludes personal watercraft.

12. Snowmobiles Exclusion PI-GO-012 (08/08)

This optional endorsement excludes injury from snowmobiles.

13. Limitation of Coverage to Described Premises Endorsement PI-GO-015 (08/08)

This optional endorsement limits coverage to locations listed in the endorsement schedule.

14. Limitation of Coverage to Designated Activities at the Described Premises Endorsement PI-GO-016 (08/08)

This optional endorsement limits coverage to activities and locations listed in the endorsement schedule.

15. Trailer Spotting Endorsement PI-CRV-01 (08/08)

This optional endorsement covers property damage losses resulting from the movement or placement of mobile trailer homes or recreational vehicles. It applies to risks with this exposure, such as recreational vehicle parks.

Philadelphia Indemnity Insurance Company  
Forms Explanatory Memorandum  
Division One – Commercial Automobile  
Great Outdoors Insurance Program

Philadelphia Indemnity Insurance Company is introducing independent auto liability endorsements which we plan to use with risks which have recreational exposures such as guest ranches, hunting and fishing lodges, guides and outfitters, trap shooting, gun clubs and recreational vehicle parks.

These endorsements will be used on a mono-line or package basis and will be used in conjunction with Insurance Services Office forms and endorsements filed on our behalf.

A copy of the endorsement and rule pages are enclosed for your review. Below is an explanation of each form or endorsement.

1. Named Driver Exclusion PI-GO-017 (08/08)

This optional endorsement excludes or limits coverage for loss when a covered auto is driven by an individual shown in the endorsement schedule.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMIT OF INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

In consideration of the premium charged, it is hereby agreed that:

If this Coverage Form or policy and any other Coverage Form or policy issued to you by us, or any company affiliated with us, apply to the same claim or loss, the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This endorsement does not apply to any Coverage Form or policy issued by us or an affiliated company, which specifically applies as excess insurance over this Coverage Form or policy.

All other terms and conditions of this policy remain unchanged.